

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Case Type: Contract

City of Long Lake,

Court File No. 27-CV-23-9758

Plaintiff,

The Hon. Laurie J. Miller

vs.

City of Orono,

Defendant.

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**DECLARATION OF ASHLEY RAMSTAD**

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I, **ASHLEY RAMSTAD**, declare under penalty of perjury per Minn. Stat. § 358.116 that the following is true and correct:

1. I am a licensed attorney in Minnesota and am one of the attorneys representing Defendant City of Orono.
2. Attached hereto and incorporated herein as Exhibit 1 is a true and correct copy of the Transcript from the hearing on June 30, 2023 in Court File No. 27-CV-23-9758.
3. Attached hereto and incorporated herein as Exhibit 2 is a true and correct copy of the July 19, 2023 email from Orono's counsel to Mr. Yetka.
4. Attached hereto and incorporated herein as Exhibit 3 is a true and correct copy of the City of Orono's job posting for part-time and paid-on-call firefighters.

5. Attached hereto and incorporated herein as Exhibit 4 is a true and correct copy of the Contract for Joint Ownership to which the Cities of Orono and Long Lake are parties to.

6. Attached hereto and incorporated herein as Exhibit 5 is a true and correct copy of the Contract for Joint Ownership to which the Cities of Orono, Long Lake, and Medina are parties to.

**FURTHER THIS DECLARANT SAYETH NOT.**

Dated: October 25, 2023

s/Ashley Ramstad  
Ashley Ramstad

I declare under penalty of perjury, per Minn. Stat. § 358.116, that everything that I have stated in this document is true and correct.

STATE OF MINNESOTA )  
 )ss.  
COUNTY OF HENNEPIN )

**EXHIBIT**

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STATE OF MINNESOTA

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DISTRICT COURT

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FOURTH JUDICIAL DISTRICT

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City of Long Lake,

Plaintiff,

vs.

Court File No. 27-CV-23-9758

City of Orono,

Defendant.

TRANSCRIPT OF PROCEEDINGS  
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The above-entitled proceeding came before the  
Honorable Judge Laurie J. Miller on the 30th day of June  
2023 at approximately 1:00 p.m. using Remote Technology and  
utilizing Courtroom 1856 in the Hennepin County Government  
Center, City of Minneapolis, County of Hennepin, State of  
Minnesota.

## APPEARANCES:

Christopher Yetka, Esquire, on behalf of the  
Plaintiff.

Sarah Greening, Esquire, on behalf of the Plaintiff.

Charles Miner, Mayor of Long Lake.

Paul Reuvers, Esquire, on behalf of the Defendant.

Ashley Ramstad, Esquire, on behalf of the Defendant.

1 **(WHEREUPON, the following proceeding was duly had:)**

2 THE CLERK: The court is now in session, the  
3 Honorable Laurie Miller presiding.

4 THE COURT: Good afternoon. We are on the  
5 record now for a hearing. This is the matter of City  
6 of Long Lake versus City of Orono. The court file  
7 number is 27-CV-23-9758. Let's go ahead and begin  
8 with appearances for the record.

9 MR. YETKA: Thank you, Your Honor.  
10 Christopher Yetka, Larkin Hoffman, representing the  
11 City of Long Lake. With me is my associate, Sarah  
12 Greening, and then also with me is the Mayor of Long  
13 Lake, Mr. Charlie Miner, and City Counsel for Long  
14 Lake, John Thames (ph).

15 THE COURT: All right. And so, Mr. Thames,  
16 are you entering an appearance or are you here  
17 observing today?

18 MR. THAMES: The latter, Your Honor. I'm  
19 observing today.

20 THE COURT: Thank you. And on the defense  
21 side, who do we have appearing?

22 MR. REUVERS: Your Honor, Paul Reuvers and  
23 my colleague, Ashley Ramstad.

24 THE COURT: All right. Is anyone expecting  
25 anyone else to appear here today?  
26



1 MR. YEKTA: Not here, Your Honor.

2 MR. REUVERS: No, Your Honor.

3 THE COURT: So, before I begin to hear the  
4 motion, I saw an indication in the motion papers that  
5 these two cities have been discussing this fire  
6 department situation for it sounds like many years.  
7 I'll tell you, as I read through the papers, this  
8 looked to me like something that cries out for a  
9 mediation, someone to sit down with these parties to  
10 help them work out whatever is going to happen between  
11 them. Are there ongoing discussions?

12 MR. YETKA: Your Honor, there have been  
13 ongoing discussions. I think Mayor Miner can talk  
14 about that in more detail. I think those have broken  
15 down recently based on the formal actions of the City  
16 of Orono that we are asserting is in direct violation  
17 of the contract.

18 I can tell you that I don't think we would have a  
19 strong objection to a mediation in this case, an early  
20 mediation, but I haven't gotten approval from my  
21 client of that. But I don't think -- especially with  
22 counsel now involved, I don't think we would oppose  
23 that. I think frankly if we can find a way to get to  
24 the end of the existing contract without any further  
25 breaches by Orono and we can agree to that break.

1           There has been a bit of a lack of trust between  
2           the two cities given the actions and so, that's  
3           exactly why we are in front of the Court right now in  
4           a motion for injunctive relief.

5           THE COURT: So, do you know if the previous  
6           discussions between the cities have had the assistance  
7           of any kind of mediator or have they all been solely  
8           just city to city?

9           MR. YETKA: I'll defer to Mayor Miner on  
10          that, Your Honor.

11          MR. MINER: Thank you. We've proposed  
12          mediation on several occasions to the City of Orono.  
13          They have at this point not been willing to entertain  
14          mediation with us.

15          THE COURT: So, the previous discussions  
16          have not included any kind of a mediator. Is that  
17          correct?

18          MR. MINER: Correct.

19          THE COURT: All right. Mr. Reuvers or Ms.  
20          Ramstad, anything to add on that?

21          MR. REUVERS: Well, Your Honor, I've only  
22          been around for about four days on this case. So, I  
23          do -- when I looked at this thing, I think this case  
24          does call out for mediation. That's frankly when I  
25          have the opportunity to talk to counsel, that's the  
26

1 direction that I think that this matter should go.

2 So, I think we are required to do ADR as part of  
3 any civil case anyway, and I think a mediation would  
4 be in the best interest of all the parties.

5 THE COURT: All right. So, with that out of  
6 the way, we can move into the merits of the motion  
7 that the Court is going to hear today. Mr. Yetka,  
8 it's your motion. You may proceed.

9 MR. YETKA: Thank you, Your Honor. I'm  
10 hearing a lot of feedback, I believe, through your  
11 clerk's speaker. I don't know if he would be able to  
12 mute.

13 THE COURT: I think Nasr is the one who has  
14 been enabling us to be on the record, the one who is  
15 actually in the courtroom. I'm actually at our  
16 Ridgedale courthouse today fitting you in the midst of  
17 a day of criminal hearings.

18 MR. YETKA: All right. I'll make do, Your  
19 Honor. I'm just getting a little feedback.

20 THE COURT: Okay.

21 MR. YETKA: So, if I'm not as -- if I get a  
22 little graveled, it's just simply because I'm hearing  
23 myself talk.

24 THE COURT: Okay.

25 MR. YETKA: And, I am not normally this  
26

1 forward, but have you had an opportunity to read the  
2 materials because that will guide on how much detail  
3 I'm going to go through in the record.

4 THE COURT: I have had a chance to read  
5 through everybody's briefing. I've also had a chance  
6 to read through the two contracts, the one for fire  
7 services, the one regarding ownership of the two fire  
8 stations or one or both fire stations. I've also read  
9 through various correspondence including the notices  
10 of termination, which are effective not until the end  
11 of 2025, I believe.

12 MR. YETKA: Correct. Great. That is very  
13 helpful. I will try to focus my argument then and not  
14 spend a lot of time rehashing, you know, facts that  
15 the Court is clearly aware of.

16 The Court is right. There are two contracts that  
17 are at issue here, the Joint Ownership Agreement for  
18 Fire Station 1, which is the northernmost fire station  
19 at issue here on the border of Long Lake and Orono.  
20 If you look at the petitioners or the plaintiffs'  
21 brief, it's on Page 6. There's actually a map that  
22 can assist the Court and the clerk.

23 Additionally, there is a Fire Services Contract.  
24 The Court has indicated she has read it. It has been  
25 in place for, you know, almost 23 years at this point  
26

1 and continues to be in place until December of 2025.

2 To give the Court a little bit of background for  
3 benefit of the fire station, there originally was one  
4 fire station. It was in Long Lake. Long Lake runs  
5 the fire department that services not only Long Lake  
6 and Orono, but also the cities of Medina and the  
7 cities of Minnetonka Beach.

8 In approximately 2000-2001, the fire station that  
9 was originally Long Lake was condemned where the  
10 extension of Highway 12 and needed to be moved. At  
11 that point, Orono and Long Lake agreed to a Joint  
12 Ownership Agreement as to Fire Station 1. It was  
13 physically moved to the City of Orono but continued to  
14 be operated and maintained by Long Lake. In fact, all  
15 of the services to Fire Station 1 are provided, sewer  
16 and water, by Long Lake.

17 Subsequent to that, there was a new station  
18 build, Fire Station 2. This is in the southern-more  
19 portion of Orono. Again, it was maintained and  
20 operated pursuant to an addendum to the Fire Services  
21 Contract by the City of Long Lake. That fire station  
22 is owned and it exists in the City of Orono.

23 Part of the reason for adding that station is  
24 that the contracts were expanded. What's not attached  
25 to the Court's papers but is relevant here, Your  
26

1 Honor, is that there is a separate contract between  
2 Long Lake Fire Department and the City of Minnetonka  
3 Beach, which is immediately adjacent to southern  
4 portions of Orono through the Navarre area if the  
5 Court is familiar with the Minnetonka area. Fire  
6 Station 2 is the fire station that Long Lake uses to  
7 service that separate contract with Minnetonka Beach.

8 What brought this whole case to a head, Your  
9 Honor, is approximately two years now, Orono indicated  
10 at the end of this contract period, that is December  
11 31 of 2005, they were going to be terminating both  
12 contracts. It's their right to do that. There's no  
13 question. But they indicated that they were going to  
14 terminate those two contracts, that being the Joint  
15 Ownership Agreement of Fire Station 1 and the Fire  
16 Services Contract by which Long Lake and the Long Lake  
17 Fire Department provide services to Orono.

18 At approximately the same time, they started  
19 acting in a manner, Your Honor, that we think is  
20 directly contrary to not only a written agreement  
21 between the two parties but also the spirit of the  
22 contract.

23 The first item that occurred was in October of  
24 2022. A ladder truck came up for sale. This is  
25 following both the COVID pandemic as the Court is well  
26

1       aware and also the (indiscernible) issues and getting  
2       vehicles if the clerk tried to buy even a new or used  
3       car two years ago, the Court will appreciate how  
4       difficult it was to get materials or to get vehicles,  
5       and fire services vehicles are even more so.

6               The Long Lake Fire Department became aware of a  
7       ladder truck and as part of their due diligence, they  
8       were looking into purchasing the ladder truck. One  
9       second, Your Honor. I'm going to call up an email so  
10      I'm not misstating. They became aware of this ladder  
11      truck and started doing some research on it, Your  
12      Honor. As part of the fire services agreement between  
13      Long Lake and Orono, Orono is involved in regular  
14      meetings and as members on boards of meetings, they  
15      became aware of this ladder truck.

16             Long Lake began the process of looking into  
17      buying the ladder truck and before they could have  
18      their meeting, Orono jumped in and purchased this  
19      ladder truck out from underneath them, which, as you  
20      can imagine, came as a bit of a surprise to Long Lake.  
21      The only way that Orono was aware of this ladder  
22      truck's availability was through their involvement  
23      with the Long Lake Fire Department as part of this  
24      Fire Services Contract. They used that information to  
25      jump in and buy an asset that is important to Long  
26

1 Lake.

2 Now, is that in and of itself a violation of the  
3 contract? Your Honor, I would argue that it is. It  
4 wasn't sufficient enough -- it was sufficient enough  
5 for Long Lake to start thinking about hiring outside  
6 counsel, but it wasn't sufficient enough for them to  
7 bring an action.

8 That wasn't where Orono stopped. Orono then in  
9 December of 2022 started advertising to hire a fire  
10 chief. Again, we understand that they were going to  
11 be moving their fire services somewhere else or  
12 starting their own fire department, but they started  
13 advertising for a fire chief. That in and of itself  
14 is not an issue.

15 What is an issue, Your Honor, is they had I  
16 believe Mr. Reuvers indicated that they had 14  
17 applicants for that position. They interviewed four  
18 of them. One of the four was the then fire chief, Mr.  
19 Van Eyll, who is the fire chief of Long Lake. They  
20 interviewed him and they hired him.

21 Now, with all due respect, Your Honor, if you're  
22 in a contract with somebody to receive fire services  
23 and you hire away the very fire chief that is  
24 providing you your fire services, that's not playing  
25 nicely in the sandbox. That's not what reasonable



1 cities do to one another when they're sharing fire  
2 services.

3 Happily, Long Lake was able to advertise and get  
4 a replacement fire chief. It took a while but  
5 obviously, it affected Long Lake, potentially affected  
6 their ability -- thank goodness, it didn't affect  
7 their ability to serve the cities, but they were  
8 without a fire chief for a period of time, Your Honor.

9 So, that's number two. Again, actions that show  
10 a lack of respect for a contract and lack of respect  
11 for a relationship. maybe not actionable. I question  
12 whether they are or not. I think they are actionable.  
13 I think they are a violation of the implied covenant  
14 of good faith and fair dealing in every contract. I  
15 would never recommend to a client of mine that the act  
16 as such. However, they did. But again, Long Lake  
17 attempted to work reasonably within the confines of  
18 these actions but understood that these actions had  
19 repercussions.

20 The next thing that Orono did, Your Honor, if  
21 those two actions were not significant enough, is they  
22 approached the Minnesota Legislature and asked the  
23 Minnesota Legislature to transfer the pension funds of  
24 the Long Lake Fire Department to this new nonexistent  
25 fire department in the City of Orono. This, Your  
26

1 Honor, I think on its face demonstrates ill will.

2 It's an attempt to hostilely take over the Long Lake  
3 Fire Department from Long Lake.

4 Now, to the credit of the legislators who they  
5 approached, they said, well, we're not going to get  
6 involved in this. If you guys can work it out, that's  
7 fine, but we're not going to be forcibly transferring  
8 a pension fund from one fire department to another.

9 But, again, it shows Orono's actions here, Your Honor.

10 This is when I was formally engaged. I've been  
11 writing letters to the mayor, Mayor Walsh, at the City  
12 of Orono indicating our concern that these actions  
13 were rising to the or had past the level of violating  
14 the existing contract.

15 But when I was not finished, Your Honor.

16 Subsequent to my first letter and subsequent to these  
17 actions, they issued a needs assessment for  
18 establishing a new fire department. Again, on its  
19 face putting together a needs assessment is not  
20 inappropriate if they're going to open their own fire  
21 department, but if you look at the needs assessment,  
22 which is attached, Your Honor, I believe to both Mayor  
23 Miner's -- well, actually, I think it's only attached  
24 to the complaint here, Your Honor.

25 The problem with the needs assessment, Your  
26

1 Honor, is the time. It's talking about not putting a  
2 fire station or fire department in place after  
3 December 31, 2005. It's talking about dates in 2023  
4 and 2024. If there was any ambiguity, Your Honor,  
5 that ambiguity was eliminated on June 12 of this year,  
6 which is why we are in front of this Court. When the  
7 Orono city council enacted the determination that they  
8 were going to not only take a certain portion of Orono  
9 out of the service area, which they, again, are  
10 contractually entitled to do, but they took it a step  
11 further.

12 And if I could share the screen, Your Honor, I  
13 want to show something that was attached. Actually,  
14 the participant screen sharing is disabled.

15 THE COURT: Yeah. I think Nasr can give you  
16 the right to do that. While he does that, I'm going  
17 to stand up and wave my arms to get my lights to come  
18 back on because this office keeps turning them off.

19 MR. YETKA: All right.

20 THE CLERK: You should have the ability to  
21 share the screen now.

22 MR. YETKA: Thank you. Your Honor, this is  
23 Exhibit A to the declaration of the City Manager of  
24 the City of Orono that was filed yesterday, Your  
25 Honor. This is the resolution of the Orono city  
26

1 council. Again, it's dated the 12<sup>th</sup> of June of this  
2 year. It is Resolution 7374, and I direct the Court's  
3 attention to the second paragraph of this resolution.  
4 It says the City of Orono will resume responsibility  
5 for the operation and maintenance of the Navarre fire  
6 station no later than July 1, 2024. Further, city  
7 staff is directed to formally notify Long Lake and  
8 Medina of this change by July 1, 2023 and coordinate  
9 with the Long Lake Fire Department to transition.

10 The first problem with this paragraph, Your  
11 Honor, is that Orono has never had responsibility for  
12 Fire Station 2, which is what this relates to, but  
13 apart from that grammatical error, Your Honor, what  
14 this is stating is that not only is the city going to  
15 take over the station on July 1, 2024, nearly a year  
16 and a half before the present service contract  
17 expires, but it's directly its employees including  
18 Chief Van Eyll and others to follow suit, Your Honor.

19 This provision, this resolution of the Orono City  
20 Council is in direct violation of both the fire  
21 service contract and the addendum to the fire service  
22 contract, which state on their face that Long Lake  
23 Fire Department shall be in control of servicing and  
24 maintaining the fire stations including Fire Station 2  
25 expressly as it was adopted in the addendum to the  
26

1 Fire Services Contract.

2 Now, I guess, I don't want to get too personal,  
3 Your Honor, but this official lack of respect for a  
4 contract is not entirely unexpected from Orono. If  
5 this Court has had any opportunity to follow the news  
6 of Orono completely apart from this dispute over the  
7 fire services agreement, the Court will see that Mayor  
8 Walsh in Orono treats his own citizens in a way that  
9 is not respectful on a regular basis.

10 There are pictures and news coverage of him  
11 reading the paper when citizens are coming and trying  
12 to address the city council. And Mayor Walsh's  
13 actions towards Long Lake has been consistent here in  
14 that regard.

15 Now, Your Honor, the real issue here are the  
16 Dahlberg factors, and I'm going to go through them  
17 briefly. But I would direct the Court to a case,  
18 which I think is very similar. Well, it's similar  
19 enough to be helpful, Your Honor. The Metropolitan  
20 Sports Facilities Commission versus the Minnesota  
21 Twins Partnership, 638 NW 2d 214. It's a 2002 case  
22 before the Minnesota Court of Appeals, Your Honor. If  
23 the Court remembers, that was when there was going to  
24 be contraction of baseball, and the Metropolitan  
25 Sports Commission had a contract with the Twins  
26

1 organization that the Twins for a period of time would  
2 play their games in the Metrodome, and they decided  
3 that they were going to not do that. The Court issued  
4 an injunction and said no. You have a contractual  
5 obligation. You're going to live up to that  
6 obligation, and I'm going to order you to.

7 We have the same thing here, Your Honor. There's  
8 nothing that precluded the Twins from leaving and not  
9 laying at the Metrodome after the end of the contract.  
10 There's nothing that precludes Orono from leaving and  
11 not receiving fire services after December 31, 2025.  
12 But right now, the Orono City Council has decided that  
13 they are going to ignore that contract, and they're  
14 going to forcibly take over Fire Station 2 on July 1,  
15 2024.

16 Now, Mr. Reuvers has put in an affidavit from  
17 Chief Van Eyll, who indicated that, you know, they're  
18 just going to play ball with Long Lake and the don't  
19 intend to actually forcibly take it over, but the  
20 reality is the City of Orono has already dictated that  
21 he's going to. He is a staff employee. The city  
22 council has said that they are going to take over the  
23 station on the 24<sup>th</sup>. Until I see a formal resolution  
24 from Mayor Walsh and the City of Orono, that is their  
25 decision. That is the direction that Mr. Van Eyll is

1 going to have to follow whether he wants to play ball  
2 or play nicely or not.

3 So, we have the Dahlberg factors. One, do we  
4 have a longstanding and formal relationship between  
5 the parties? Yes. Long Lake and Orono have been  
6 under this contract for 23 years. The contract is  
7 clear. The contract says that the City of Long Lake  
8 will provide fire services to the City of Orono til  
9 the end of the contract and that they will have  
10 complete control and maintenance of the two fire  
11 stations, Your Honor.

12 The reality is they can say all they want that  
13 they intend to honor the contract, but the very  
14 statements of their own city council and a formal  
15 resolution says otherwise, Your Honor.

16 Is there going to be harm? Potentially, there is  
17 harm here. Potentially, there is severe harm here. I  
18 don't want to overstate this, but if, in fact, Orono  
19 restricts or hinders Long Lake's ability to use either  
20 one of these fire stations before the end of the fire  
21 contract, people's lives could be lost. Homes could  
22 be lost. Fires could not be addressed and responded  
23 to in a timely manner, Your Honor.

24 And as an aside here on this issue, there is not  
25 a single piece of evidence, and Mayor Miner would be  
26

1 happy to address this if the Court has questions.  
2 There has not been a single time where Orono has  
3 approached Long Lake and said that any of the fire  
4 services that they provided have been anything other  
5 than exemplary, Your Honor. There has never been a  
6 letter. There has never been a phone call. There has  
7 never been a single complaint that we've heard from  
8 Orono that somehow Long Lake's services have been  
9 inadequate in any way, shape or form.

10 My understanding -- well, I'm not sure why Orono  
11 has decided that they want to bring this in-house.  
12 Maybe it's just an issue of control or otherwise,  
13 which is fine, but it's not an issue that they're  
14 receiving substandard service in any way, shape or  
15 form.

16 The only two harms that they've pointed to on the  
17 other side of the aisle here, Your Honor, to Orono is  
18 that a) they may lose a polling place and b) that  
19 their police officers will lose a place to have  
20 administrative hearings. Well, as far as the police  
21 meetings, Your Honor, they have a police station in  
22 Orono. I don't see why the police can't have  
23 meetings, the Orono police can't have police meetings  
24 at the police station that Orono has or in another  
25 public building. I don't know that there's anything



1 unique about the Navarre located Fire Station 2 that  
2 can only service police administrative meetings.

3 And as far as a polling place goes, Your Honor,  
4 I've had my polling place changed twice in the last  
5 three years because districts change. It's not a very  
6 difficult thing to change a polling place, but as I  
7 mentioned in our reply brief, if they want to use Fire  
8 Station 2 as a polling place, we would have no problem  
9 if this Court issues an injunction to preclude Orono's  
10 use or hinderance of the use of Fire Station 2. We  
11 would have no problem with an exception for use for  
12 polling services on voting day, Your Honor. I don't  
13 see where that is an issue and certainly not a  
14 substantive harm that Orono is going to suffer to be  
15 forced to live up to the terms of their own contract,  
16 Your Honor.

17 On the merits, I think it's clear here, Your  
18 Honor, that Orono has acted in a way that's  
19 inconsistent both indirectly and directly to the Fire  
20 Services Contract, and I believe it's more than  
21 sufficient to show harm. And, Your Honor, the  
22 Metropolitan Sports Facilities case that I had cited  
23 to earlier says that all a movant has to show is a  
24 doubtful showing of winning on the merits. In other  
25 words, we don't have to make out anything more than  
26

1 just a prima facie case that we have a sufficient  
2 basis to win in order to be entitled to injunctive  
3 relief if the other Dahlberg factors are met, Your  
4 Honor.

5 And then finally, public policy here, Your Honor.  
6 Obviously, beyond the threat to life, home and  
7 property by disrupting fire services prematurely or  
8 disrupting use of certain fire stations prematurely,  
9 the public policy should militate in favor of a city  
10 owning up to its contract that it has entered into and  
11 lived under for 23 years.

12 So, breach of these, Your Honor, we ask that the  
13 Court enter a preliminary injunction in this case and  
14 our preliminary injunction is very narrowly tailored,  
15 Your Honor.

16 The one thing I haven't addressed in detail and  
17 this reminds me, and I will, Your Honor. Another harm  
18 here or another thing that we're asking for is that  
19 Long Lake not directly approach our firefighters.  
20 Chief Van Eyll has reached out to at least two  
21 firefighters directly to basically try to convince  
22 them to come and work for the Orono Fire Department.  
23 I noticed in his affidavit in response to the motion  
24 he doesn't deny doing that, Your Honor.

25 And so, what we're asking. Again, we understand  
26

1           that they can advertise for firefighters generally.  
2           There's nothing that, you know, we can do about them  
3           advertising generally for firefighters, but I think  
4           clearly it's a violation of this contract and tortious  
5           interference if the former fire chief of Long Lake is  
6           approaching Long Lake Fire Department employees to  
7           essentially poach them away, Your Honor.

8           So, for each of those reasons, we ask the Court  
9           to enter the temporary restraining order or the  
10          preliminary injunction rather than we've requested,  
11          Your Honor. It is narrowly tailored. We're asking  
12          for two things, that they don't reach out and directly  
13          solicit Long Lake firefighters and two, that they not  
14          hinder our use of or use either Fire Station 1 or Fire  
15          Station 2 and, of course, all of these requests are  
16          tempered by the terms of the contracts here, Your  
17          Honor. That is through December 31, 2025.

18          If the Court has any questions, I'm happy to  
19          address them. If the Court wants to talk to Mayor  
20          Miner, he's available to answer questions here as  
21          well, Your Honor, regarding his declaration.

22                 THE COURT: Okay. So, you're getting to one  
23          of the key questions I had for you, which is what  
24          precisely is the relief you seek. And so, the one  
25          piece of relief now I'm understanding is you want an  
26

1           order that tells Orono not to seek to take over either  
2           fire station before the end of December of 2025? Is  
3           that it?

4                   MR. YETKA: Yes, Your Honor. And actually,  
5           we did submit a proposed order granting a preliminary  
6           injunction and if the Court doesn't have it, I can  
7           resend it. But it was filed at the same time, and  
8           I'll just read it if that would help the Court if the  
9           Court doesn't have it in front of her.

10                   THE COURT: I don't have it printed out in  
11           front of me, but a lot of times between submitting a  
12           proposed order and coming to a hearing, parties modify  
13           what it is that they think they want.

14                   MR. YETKA: Yeah. We have not modified.

15                   THE COURT: That's what I'm trying to  
16           understand.

17                   MR. YETKA: We have not modified it, Your  
18           Honor, and I will read it to you specifically. So,  
19           the two pieces of relief we're asking, Your Honor.  
20           We're asking for an order 1) that the Defendant Orono  
21           and its agents be enjoined from directly or indirectly  
22           violating the Contract for Fire Protection and  
23           interfering with the Fire Services Contract, and this  
24           shall mean that the defendant is specifically  
25           prohibited from directly or through its agents  
26

1       soliciting Long Lake firefighters to work for the  
2       Orono Fire Department or interfering with the work of  
3       the Long Lake firefighters. So, that's the first  
4       thing, Your Honor.

5               And the second thing is that the defendants and  
6       its agents are immediately enjoined from using or  
7       hindering Long Lake's use of Fire Station 1 or 2. As  
8       I said in my argument, Your Honor, if you want to  
9       accept from that order their use of it as a polling  
10      station, we don't have an objection to that. And,  
11      again, both of these are for the term of the contract,  
12      that is through December 31 of 2025.

13             THE COURT: Okay. So, I mean what I recall  
14      is that your first one is actually a little broader  
15      than what you said because it starts out by saying you  
16      want an order telling Orono not to violate the  
17      contract but then it goes on to say specifically you'd  
18      like them to stay away from your firefighters. An  
19      injunction just saying don't violate a contract is in  
20      my mind as broad as all outdoors.

21             MR. YETKA: I agree, Your Honor, and that's  
22      -- we'll provide context. In other words, what we're  
23      saying is we don't want them to violate the contract  
24      and here are the two specific items of relief that  
25      we're asking for, and I can understand the Court's  
26

1       trepidation of having a broad order that was meant for  
2       context, not meant for a catch-all, you know,  
3       provision. We're looking for these two specific items  
4       of relief, Your Honor.

5               THE COURT: Okay. So, to specify for number  
6       one then, what you're seeking is an order telling them  
7       they cannot approach your firefighters?

8               MR. YETKA: Yup. Directly solicit our  
9       firefighters to work for the Orono Fire Department or  
10      to interfere with their work as Long Lake  
11      firefighters.

12              THE COURT: Okay. What if they generally  
13      advertise for firefighters, and your firefighters  
14      respond?

15              MR. YETKA: I don't know that that is  
16      something that we can preclude, Your Honor.

17              THE COURT: All right. There isn't any kind  
18      of a noncompete that you put in place when you hired  
19      these firefighters?

20              MR. YETKA: I'm not aware of a noncompete,  
21      but Mayor Miner can respond, Your Honor, but I'm not  
22      aware of a noncompete.

23              THE COURT: My understanding is that Long  
24      Lake doesn't have a full-time firefighting force,  
25      correct? You may have a full-time fire chief,

1           although I don't even know if the fire chief is full  
2           time.

3                       MR. YETKA:   It's a volunteer firefighter  
4           unit.  There may be some that are permanent, but my  
5           understanding is it's a volunteer firefighter  
6           department.

7                       THE COURT:   And so, they're paid for their  
8           on-call time or for their responding to calls time,  
9           right?

10                      MR. YETKA:   That's my understanding, Your  
11           Honor, and, again, Mayor Miner can disabuse me if I'm  
12           wrong.

13                      THE COURT:   And so, I actually don't know  
14           the answer to this and maybe you do and maybe you  
15           don't.  How common is it for rural volunteer  
16           firefighters to sign up with more than one fire  
17           department?

18                      MR. YETKA:   I think that happens, Your  
19           Honor.

20                      THE COURT:   So, it's not unheard of?

21                      MR. YETKA:   It's not unheard of and, again,  
22           if they generally advertise, Your Honor, and some of  
23           our firefighters want to serve on more than one,  
24           that's something that we can address.  We're not  
25           saying that they can't generally advertise.  What  
26

1 we're saying is we don't want our former fire chief  
2 going down and doing what he has been doing, that is,  
3 are you with me or not? Are you coming or not? That,  
4 I believe, is a violation of the contract and  
5 potentially runs the risk of making it difficult for  
6 us to service our city contractors.

7 THE COURT: All right. And yeah. You  
8 haven't touched on the administrative burden factor.  
9 Both sides seem to think there would be no  
10 administrative burden to the Court in enforcing an  
11 injunction if one were issued, but I kind of wonder  
12 given the general messiness of how this has played out  
13 in recent months as to whether this might not generate  
14 calls back to court as to was this firefighter  
15 recruited? Does this firefighter decide to go to  
16 Orono under his or her own steam?

17 MR. YETKA: Your Honor, that is why we're  
18 asking for an order. There is some possibility that  
19 we would need to seek the Court's advice on those  
20 issues, Your Honor. But I still think the potential  
21 damage here outweighs that burden, and I can assure  
22 the Court that we've waited a significant amount of  
23 time to even bring this action until we had an actual  
24 resolution from the City that was, you know, in  
25 violation of this.



1           We've been trying to work it out. There is an  
2           open, you know, settlement request that Long Lake sent  
3           to Orono that has not been responded to. We've tried  
4           to lay nice in the sandbox, and we've been met with  
5           resistance is a nice way to say it.

6           THE COURT: All right. Anything else you  
7           want to present, Mr. Yetka, before I turn this over to  
8           your counterpart?

9           MR. YETKA: No, Your Honor. Thank you.

10          THE COURT: So, I'm looking at my clock and  
11          realizing there are going to be some criminal folks  
12          who are going to be looking to me to maybe come into  
13          the other courtroom here shortly, but I want to give  
14          the defense a fair opportunity to present your side of  
15          this. So, counsel, you may proceed.

16          MR. REUVERS: Thank you, Your Honor. Really  
17          the touchtone for the analysis and injunction is a  
18          likelihood of success. That's frankly the most  
19          important factor here. It's just not present. There  
20          is no breach. There is no imminent harm. There is no  
21          harm. Nothing has happened. I mean, the one thing we  
22          can agree nothing has happened other than the passage  
23          of the resolution.

24          And all these other things are items of a  
25          department taking the necessary and reasonable steps  
26

1 to establish a brand new fire department. The City of  
2 Long Lake made that policy decision to establish that  
3 department.

4 THE COURT: In Orono?

5 MR. REUVERS: In Orono.

6 THE COURT: Long Lake. I don't think they  
7 did this.

8 MR. REUVERS: It's pretty rare to have the  
9 cities like this, Your Honor, but regardless. Orono  
10 made the policy decision to establish its own fire  
11 department. Each of these are reasonable steps to  
12 establish that. I'll just take them in turn.

13 The ladder truck. You've got the declaration  
14 from the city administrator explaining that. Number  
15 one, we need to acquire equipment. We have our fire  
16 chief explaining it's hard just as Mr. Yetka pointed  
17 out that acquiring fire equipment, there's a long lead  
18 time. So, it's reasonable and appropriate for us to  
19 start acquiring equipment for our fire department.

20 Our chief has also indicated that we need to  
21 start. We can't just start on January 1, 2026. We  
22 want a phased approach. Those are the resolutions  
23 that we have provided to you, that the city council  
24 wants a phased approach and per the contract, they're  
25 entitled to withdraw an area. The Navarre area is the  
26

1 area that was withdrawn by Resolution 7374. And just  
2 as a backdrop, Station 2 was built to service the  
3 Navarre area. So, it frankly makes sense that that  
4 fire station would go with that area. We have our  
5 chief indicating they don't need it, but nonetheless,  
6 if Long Lake does not relinquish -- they demonstrate  
7 the need it, our chief is on the record and will work  
8 directly with them.

9 THE COURT: Well, your chief may be on the  
10 record in saying that in its affidavit, but your city  
11 council and your mayor are on the record in a  
12 resolution saying they're going to take it over next  
13 year.

14 MR. REUVERS: Well, Your Honor, I think  
15 they're reading more into that resolution that is  
16 there.

17 THE COURT: It's a pretty plainly worded  
18 resolution. Is it not?

19 MR. REUVERS: Well, I look at the -- you  
20 know, the staff is directed to work with the Long Lake  
21 Fire Department for a smooth transition. And our  
22 chief --

23 THE COURT: Yeah. But it says they will  
24 assume responsibility or actually, resume  
25 responsibility for operating and maintaining it no

1 later than July 1, 2024. That's a year and a half  
2 before December 31, 2025. Is it not?

3 MR. REUVERS: It is, Your Honor, but nothing  
4 has happened. I mean, the resolution is --

5 THE COURT: Well. Okay. Go ahead. Go  
6 ahead.

7 MR. REUVERS: But, again, I mean, the point  
8 is, Your Honor, nothing has happened. We have the  
9 chief on the record that nothing will happen. He is  
10 in charge of the department and has indicated there is  
11 nothing imminent that will take place and if Long Lake  
12 indicates that it will continue to use it and not work  
13 on a smooth transition, that they will make other  
14 arrangements. So, on that basis alone, there is no  
15 need for injunctive relief on that resolution. And  
16 all of these other items, again, are all reasonable  
17 steps to take to establish a new fire department.

18 THE COURT: Do you have any evidence that  
19 the folks at your city learned about that fire truck  
20 anywhere other than through Long Lake and its efforts  
21 to buy the ladder truck?

22 MR. REUVERS: Your Honor, I can only speak  
23 or point the Court to the declaration from the city  
24 administrator. I simply haven't been around long  
25 enough to point the Court to anything else.

1 THE COURT: And I understand that. I mean,  
2 I didn't see anything in that declaration to say they  
3 found out about it through independent sources.

4 MR. REUVERS: I don't think --

5 THE COURT: Does it not seem to you to be  
6 playing a little bit unfairly for one party to a  
7 contract who knows the other party to the contract is  
8 looking for a ladder truck and has identified a ladder  
9 truck to then go out and buy that ladder specific  
10 ladder truck out from under its contracting partner's  
11 nose?

12 MR. REUVERS: Your Honor, I think we have  
13 the ability to acquire any equipment just like they  
14 have the ability to acquire any equipment they deem  
15 necessary. There is no prohibition or we need to do  
16 it. We need to acquire appropriate equipment. And  
17 also, if you look at the declaration from the city  
18 administrator that to the extent that there was a need  
19 for this, you know, that they would provide it. This  
20 was in Paragraph 12, you know, of Mr. Edwards'  
21 declaration. Orono offered to provide the vehicle to  
22 Long Lake Fire Department for use until the contract  
23 ended.

24 So, they're acquiring the equipment, but they're  
25 going to allow Long Lake to use that. They've made  
26

1       that proposal. So, it's not there to undermine the  
2       Long Lake Fire Department. It's to acquire the  
3       appropriate equipment we need. So, I think the  
4       important critical aspect of that is there was an  
5       effort to work directly with Long Lake as to that  
6       ladder truck, and that is in the record and that is in  
7       Mr. Edwards' declaration explaining that situation,  
8       and I think similarly, just with firefighters, nobody  
9       is under a noncompete.

10       Even with the chief, it's not surprising that the  
11       chief applied, who knows the area the best, who is  
12       making more money and has an opportunity to build a  
13       brand new fire department, saw this as a great  
14       opportunity. That's no prohibition in the contract.  
15       Departments hire people all the time, fire  
16       departments, police departments. You see that  
17       routinely.

18       We also have our chief. Your Honor, it is common  
19       for people in the small departments to work for  
20       different departments, and that's where the chief's  
21       declaration is made clear that when he was chief at  
22       Long Lake, he never prohibited anybody from working  
23       for multiple departments. As Chief of Orono, he has  
24       made it clear he has -- there will be no prohibition  
25       on firefighters working for multiple departments. He  
26

1 would never stand in the way of that.

2 The fire chiefs are friends, and they work well  
3 together. There is nothing in the record to suggest  
4 that the fire departments don't work well together. I  
5 think it's telling that we don't have any declaration  
6 from their chief indicating that there's any issues.  
7 Our chief has opined that they have all of the  
8 equipment necessary to accomplish what they need to  
9 do.

10 They've also, Your Honor, pointed to, you know,  
11 the approval of the capital budgets. The contracts do  
12 not require us to approve it. In fact, it expressly  
13 allows each contracting city to reject it. There's a  
14 budget process within the contract itself. So, simply  
15 not rubber stamping or approving what Long Lake may  
16 desire, you know, is not a breach of the contract.  
17 We're specifically allowed to do that, and they have  
18 to be mindful of their budget looking to the future  
19 knowing that this contract is going to end.

20 So, none of those things. Even the legislative  
21 action for pensions, establishing pensions and having  
22 control of the pensions is a part of establishing a  
23 new police department.

24 THE COURT: Explain that to me. I mean,  
25 doesn't that strike you as a bit of an overreach?  
26

1 Orono doesn't have a fire department. It wants to  
2 create a fire department to compete with Long Lake,  
3 and it goes to the legislature to try to take money  
4 that Long Lake currently has in place for its  
5 firefighters and transfer it over to Orono yet-to-be  
6 formed fire department. Doesn't that seem a little  
7 bit outside the bounds of good faith and fair dealing  
8 with your contractual partner that you are still in a  
9 contract with?

10 MR. REUVERS: And, again, Your Honor, I  
11 think that's a, you know, they have the ability to go  
12 to the legislature to seek that authority. I think  
13 that they did a typical step in trying to establish a  
14 new fire department. So, number one, there's nothing  
15 inappropriate with that. The legislation didn't go  
16 through. But there's no breach of the contract.  
17 That's certainly not a reason to issue some sort of  
18 broad injunctive relief against the city. Again,  
19 we've got the city administrator, the city fire chief,  
20 city attorney all on the record, and nothing has  
21 happened. There just has been no breach.

22 THE COURT: Do you have any evidence at all  
23 that Long Lake has not been providing appropriate fire  
24 service?

25 MR. REUVERS: And I don't think that's the  
26



1 issue, Your Honor. I think that the issue is that the  
2 city has made the decision that it's going to --

3 THE COURT: Mr. Yetka has acknowledged that  
4 they have every right to do that as of the termination  
5 of this contract and they gave appropriate notice that  
6 it would be terminated as of the end of December of  
7 2025. But what I see in evidence here is apparent  
8 determination by Orono that they don't want to wait  
9 that long. They want their fire department up and  
10 running by no later than July 1 of 2024. Why is that?  
11 Why are they so eager to supersede Long Lake before  
12 this contract is over?

13 MR REUVERS: Well, as our chief indicated in  
14 our declaration, it takes time to properly establish  
15 the department.

16 THE COURT: But this isn't trying to  
17 establish it by December of 2025. This evidence that  
18 we see on the screen right here is that they want to  
19 establish it by the middle of 2024 or at the latest,  
20 no later than July 1 of 2024.

21 MR. REUVERS: And, Your Honor, they want to  
22 make sure that the fire department is operating  
23 appropriately and they have the contractual ability to  
24 withdraw the area, and that's been number one in the  
25 Resolution 7374 that you see on the screen there.  
26

1       There is no dispute the city has the contractual  
2       ability to do that. This gives them the ability to  
3       provide service to that area before they take over the  
4       whole city when the contract finally ends.

5               This is laid out in the declaration of our  
6       chief, you know, that it takes time, and this is a  
7       phased approach to providing our fire services to our  
8       community. So, that's the reason to phase it in and  
9       not take it all over and start from scratch on  
10      January 1, 2026. So, it's a phased approach, and it's  
11      one endorsed by our chief. That's why they're going  
12      that direction, Your Honor.

13             But the bottom line is nothing has happened, you  
14      know, to Fire Station 2 or Fire Station 1 and, again,  
15      I will rest on the declarations that we provided to  
16      the Court from our chief and city administrator.  
17      We've also pointed to the letter from our city  
18      attorney. You know, the city fully intends to abide  
19      by all of the contract terms. So, with that, Your  
20      Honor, there's just no basis to grant injunctive  
21      relief at this point.

22             And I think to your point about administrative  
23      burdens, I suspect we'd be seeing a lot of you if we  
24      get into employment issues. If a broad injunction is  
25      issued, I have significant concerns with how that will  
26

1 be interpreted and --

2 THE COURT: Hold on a second. All right. I  
3 told you the criminal folks would be knocking on my  
4 door and, in fact, they just have. So, if you need --  
5 -

6 MR. REUVERS: Your Honor, I'll rest on the  
7 rest of our filings and just simply ask that the Court  
8 deny the motion for injunctive relief for the reasons  
9 we set forth in our brief, and I do think it would be  
10 appropriate for the Court to order early mediation.  
11 Thank you.

12 THE COURT: All right.

13 MR. YETKA: Can I make three brief points,  
14 Your Honor?

15 THE COURT: Very briefly.

16 MR. YETKA: Three points, Your Honor. The  
17 first has to do with the ladder truck. The way that  
18 Orono discovered the ladder truck was through the fire  
19 advisory board that they sit on, Your Honor. You  
20 could take judicial notice of this because it's in the  
21 public record. The city council of Long Lake approved  
22 seeking purchase of the ladder truck on October 18,  
23 2022 and wanted just to get approval of the fire  
24 advisory board. Orono knew about that on October 24  
25 of 2022. Orono approved the purchase of that fire

1 truck, Your Honor. So, that's the timing and that's  
2 how they became aware of it.

3 With respect to the pension, Your Honor. Your  
4 Honor, they didn't ask the legislature to establish a  
5 new pension for a new fire station. They asked to  
6 transfer the Long Lake pension. Those are two  
7 different things. The latter would maybe be  
8 appropriate. The former was not, Your Honor.

9 And then last, but not least, Your Honor, he  
10 talks about phasing in use. Yes. They can take  
11 portions of Orono out of the contract. The reality is  
12 they can't take a portion of Orono out of the contract  
13 in order to create a reason for them to breach the  
14 contract. There's nothing that would preclude them  
15 from phasing in their roll after the end of this  
16 contract; that is, serve out the end of this contract  
17 and if they want to have us continue to provide fire  
18 services for certain portions after that, that would  
19 be the way to approach it not creating a breach on the  
20 front end, Your Honor. That's all I have.

21 THE COURT: All right. Well, I think I  
22 understand everyone's positions. I am going to take  
23 the motion under advisement, but I heartily suggest  
24 that you all ought to be getting yourselves into  
25 mediation as soon as you possibly can. This thing  
26

1       cries out for a skilled mediator to sit down with  
2       these cities because the fact of the matter is this  
3       contract is going to end at the end of December of  
4       2025 and whether Orono gets to steal a march on Long  
5       Lake by putting things into effect a year and a half  
6       earlier than that, I've got some legal issues to sort  
7       out here.

8               But your cities need to figure out how to do this  
9       in an orderly way, in an appropriate way that is going  
10      to meet the needs of all of the citizens in both  
11      cities to have continuous appropriate fire service.  
12      It doesn't seem to me like that is driving much of  
13      what's been going on between these two cities. I  
14      don't know why there isn't an ability for these cities  
15      to sit down and agree on this, but I think a skilled  
16      mediator might be able to help you get your clients to  
17      maybe talk in a more productive way than they have  
18      been able to on their own.

19             So, if you want the Court to suggest a mediator,  
20      I will do that, but I would like to give you an  
21      opportunity to see if the two of you can't sit down  
22      and between yourselves come up with something, someone  
23      who you both think might be appropriate.

24             So, maybe what I will do is ask you to report  
25      back within a week as to who you have selected for a  
26

1 mediator or if you can't, maybe what I'll do is ask  
2 each of you to submit some names to me and then, I  
3 will get back to you on it. All right?

4 MR. YETKA: Thank you, Your Honor.

5 MR. REUVERS: Thank you, Your Honor.

6 THE COURT: All right. Thank you all for  
7 your presentations, both written and oral. They've  
8 been very helpful to the Court, and I have to run off  
9 to a criminal hearing. So, the Court will stand in  
10 recess.

11 **(WHEREUPON, the proceeding concluded at approximately 1:50**  
12 **p.m.)**  
13

MINNESOTA  
JUDICIAL  
BRANCH

1 STATE OF MINNESOTA)

2 )

3 COUNTY OF HENNEPIN)

4

5

6 I, Diane Aho, do hereby certify that the above  
7 and foregoing transcript consisting of the preceding pages  
8 is a true and correct transcript of the digital recording  
9 taken on the above date and is a full, true and complete  
10 transcript of the proceedings to the best of my ability.

11

12

13

14 Dated: 8-9-2023

15

16

17

18

\_\_\_\_\_  
Diane Aho,

19

Court Reporter

20

21

22

23

24

A black rectangular box with the word "EXHIBIT" in white, bold, sans-serif capital letters. The box has a thick black border and is positioned at the top right of the page.

**From:** Paul Reuvers  
**Sent:** Wednesday, July 19, 2023 11:25 AM  
**To:** Yetka, Christopher H.  
**Cc:** Laurents, Erin R.; Greening, Sarah D.; Jason Kuboushek; Ashley Ramstad  
**Subject:** RE: Long Lake and Orono

Chris,

As to the order, it clearly does not prohibit hiring, as it would have said so. And you will recall at the hearing you acknowledged LLFD firefighters could apply for a position at Orono, if they chose to do so. We will need to address this issue with the Court, but agree we can do that after mediation. Any update on communications with Justice Blatz? My client is interested in moving ahead with mediation as soon as practical.

As to my memo, we did have a conversation about working together to address issues, which was the purpose of my call on the hiring issue. We had no discussion or agreement on client communications and I will communicate with my client in the manner I deem appropriate. I do find it ironic you are complaining about my memo, while your mayor did an email blast for public relations purposes. Your suggestion my memo was some sort of overall waiver of the attorney-client privilege is wrong. If we need to discovery motions on this, that is your prerogative, but you are simply needlessly increasing the cost of litigation for no purpose.

I am happy to have a call with you anytime if you want to discuss further. Thank you.

Paul Reuvers  
952.548.7205

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**From:** Yetka, Christopher H. <cyetka@larkinhoffman.com>  
**Sent:** Tuesday, July 18, 2023 3:00 PM  
**To:** Paul Reuvers <paul@iversonlaw.com>  
**Cc:** Laurents, Erin R. <elaurents@larkinhoffman.com>; Greening, Sarah D. <sgreening@larkinhoffman.com>  
**Subject:** Long Lake and Orono

Paul,

Following our call I have gone back to the Court's Order and also spoken to my client. My read of the Order is that it precludes Orono from hiring any firefighters from Long Lake for the pendency of the contract litigation and contract. I point to the following provisions:

Page 2, Paragraph 3: "The City of Orono is temporarily enjoined from recruiting Long Lake firefighters to begin working for the Orono Fire Department . . . before the end of this litigation."

Page 21: "The Court finds that Orono's goal of setting up its own fire department as soon as possible, without waiting for the end of the contracts to compete for scarce firefighting resources with Long Lake, following decades in which the parties have worked cooperatively under a joint fire protection arrangement, poses a risk of irreparable harm to Long Lake."

Page 26: "While it may be true that volunteer firefighters are allowed to volunteer for more than one department, Orono offered no hint as to the call schedule it anticipates requiring of its firefighters, and how that may impact the ability or willingness of those firefighters to continue to be on call for Long Lake, or how those



firefighters may prioritize their obligations to one department over the other. If Long Lake is unable to maintain a full roster of firefighters, due to Orono's hiring of those firefighters for its own department, Long Lake's ability to continue to perform its contractual obligations to all of the contracting cities throughout the remainder of the contractual term will likely be impaired."

I don't think the Order could be more clear. However, my client is speaking with our Fire Chief to see if there is any capacity in this regard and I will report back. However, those discussions may be best had in the context of the forthcoming mediation.

On a different note, I was under the impression that you and I were going to attempt to work together to resolve the outstanding issues. Instead, I see that Mayor Walsh has posted a memo of yours to social media relating to the litigation and legal strategy. The memo was not labelled as attorney/client, privileged or work product. If your purpose was to provide something to Mayor Walsh to communicate legal theories to his constituents, I am disappointed to say the least. If that is not the case, it clearly was the intent of Mayor Walsh to do so. Either way, please note that the posting of this strategy memo was an express waiver of privilege, and we consider the waiver to be complete on all related topics and communications. We will be seeking in discovery all communications between you, the Mayor and the Council relating to litigation strategy in this manner. It is not appropriate to use purportedly privileged communications as a sword to communicate with third parties, while at the same time attempting to shield other, related communications under the guise of privilege.

-Chris

**Christopher H. Yetka**  
**Shareholder**

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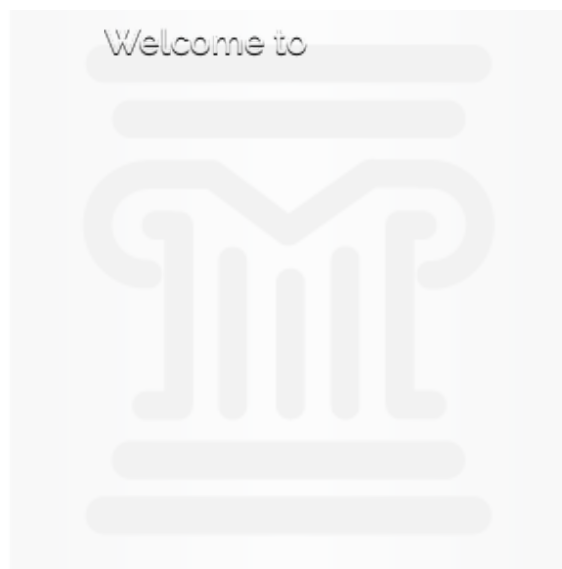


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### Job Details

**Category**

Fire Department

**Status**

Open

**Posted**

July 13, 2023 12:00 PM

**Closing**

Open Until Filled

**Attached Files**

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**Fire Department**

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**Part-Time  
and Paid-  
On-Call  
Firefighter**

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The City of Orono is seeking experienced firefighters to start the Orono Fire Department. Paid-On-Call and Part-Time Duty Crew Firefighters are responsible for protecting life and property from the hazardous of fire and other emergencies. The persons selected for these roles will have the opportunity to assist in building a fire department from the ground up. Additional details and requirements are listed in the job description available in the link, under attached files, on the left hand side of this page.. To ensure consideration a cover letter, current resume and completed City application is required by December 31<sup>st</sup>, 2023.

[Orono Firefighter Job Description and Requirements](#)

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**CONTRACT FOR JOINT OWNERSHIP**

THIS CONTRACT FOR JOINT OWNERSHIP entered into as of this \_\_\_\_\_ day of August, 2001, by and between the City of Long Lake (Long Lake), a municipal corporation, and the City of Orono (Orono), a municipal corporation.

**RECITALS**

WHEREAS, Long Lake and Orono are municipal corporations having certain statutory authority which includes, *inter alia*, the right to acquire, own, manage, sell, convey, lease, or otherwise dispose of real and personal property as required by the City's interests in accordance with the provisions of Minn. Stat. § 412.211, et seq.; and

WHEREAS, Long Lake has the authority to operate the Long Lake Fire Department for the mutual benefit of Long Lake, Orono, Medina, as well as other cities in accordance with Minn. Stat. § 438.01, et seq., as well as other applicable statutes; and

WHEREAS, Long Lake and Orono have on this date entered into a Settlement Agreement which requires the execution of this agreement; and

WHEREAS, Long Lake and Orono wish to provide for the joint ownership of the land and building upon which the New Long Lake Fire Station will be relocated and will form a Joint Fire Station Construction Committee to review and oversee the design and construction of the Replacement Fire Station.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, Long Lake and Orono agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the joint ownership of the land and building upon which the New Long Lake Fire Station will be relocated at 340 Willow Drive, Orono, Minnesota; and to establish a Joint Fire Station Construction Committee to oversee the design and construction of the New Long Lake Fire Station.
2. Definitions. The following terms shall have the following meaning for purposes of this Agreement:
  - a. "Replacement Land" shall mean approximately three acres of land located at 340 Willow Drive, Orono, Minnesota, upon which the Replacement Fire Station Building for the Long Lake Fire Department will be located.
  - b. "Replacement Fire Station" shall mean the New Replacement Fire Station Building to be constructed at 340 Willow Drive, Orono, Minnesota. A new building will be constructed to which the Long Lake Fire Department will be relocated as soon as the building is completed.
  - c. "New Fire Service Agreement and Contract for Services" (New Fire Service Agreement) shall mean an amendment of the Agreement and Contract for Fire Services as contemplated by this Agreement.
  - d. "Good Cause" for termination of this agreement shall mean, but is not limited to, a pattern of inadequate service quality, including inadequate response to calls, inadequate training, and inadequate handling of calls; and/or a pattern of budget overruns.



3. Replacement Fire Station Land. The Replacement Fire Station Land shall be located at 340 Willow Drive, Orono, Minnesota. It is estimated that the Replacement Fire Station will require approximately three acres. The property shall be surveyed and a separate legal description prepared for the three acres upon which the replacement fire station shall be situated. The costs of surveying and obtaining the new legal description shall be paid out of the MnDOT settlement. The land will remain in Orono and Long Lake agrees to execute a covenant in recordable form to be prepared by Orono in which Long Lake agrees that it will not seek annexation of the land into the City of Long Lake. Orono shall take whatever reasonable action is necessary to apply for and obtain a property tax exemption for the replacement fire station land.

The Replacement Land shall be owned jointly by Long Lake and Orono. A deed shall be prepared identifying Long Lake and Orono as joint owners which shall be executed and recorded at the sole expense of Orono. Initially, the ownership interests shall be 60 percent to Orono, and 40 percent to Long Lake. The ownership interests shall change on a yearly basis, effective December 31, over the course of 20 years; so that at the end of 20 years the ownership interests shall be 50 percent Long Lake and 50 percent Orono. The interests of each shall change each year at the end of each year, commencing with December 31, 2001, at the rate of one-half of one percent to a total of 10 percent at the end of 20 years (December 31, 2020).

4. Replacement Fire Station. The Replacement Fire Station shall be located at 340 Willow Drive, Orono, Minnesota. It shall be identified as the Long Lake Fire Station

and shall consist of six bays and shall be between 19,100 and 20,100 square feet. The Fire Protection Agreements shall be amended to provide that Long Lake shall be responsible for the ongoing needs to operate and maintain the Replacement Fire Station. The costs associated with the operation and maintenance of the building, including utilities and insurance, shall be provided for in a new Agreement and Contract for Fire Protection, under the same cost-sharing formula as is currently in place.

Orono agrees that upon receipt of evidence that the MnDOT settlement check has been deposited in the Long Lake/Orono escrow account that it shall forthwith deposit an additional \$680,000.00 into the same escrow account. In lieu thereof, Orono may defer depositing its \$680,000.00 to a subsequent date which is on or before February 1, 2002, so long as it also deposits the additional interest that would have accrued on that amount had it been deposited on the same date as the MnDOT check. The \$680,000.00, plus the \$200,000 reimbursement for the cost of the replacement land, is intended to cover the shortfall between the MnDOT award and the current estimated costs of the replacement fire station building. The escrow account balance shall be used in its entirety to provide for the costs of the design and construction of the Replacement Fire Station for the Long Lake Fire Department. In the event that the entire amount of the escrow account balance is not used for the Replacement Fire Station, by reason of reduction in size of the proposed building, or for any other reason, the balance shall be owned 50 percent by Long Lake and 50 percent by Orono. Similarly, in the event that the cost of the Replacement Fire Station should exceed the MnDOT settlement, and the Orono contribution of \$680,000.00 plus the \$200,000.00

reimbursement for the cost of the Replacement Land, and all accrued interest, then Long Lake and Orono shall share equally in the cost of any additional shortfall for the cost to design and construct the Replacement Fire Station.

The Replacement Fire Station shall be owned jointly by Long Lake and Orono. Initially, the ownership interests shall be 60 percent to Long Lake, and 40 percent to Orono. The ownership interests shall change on a yearly basis, over the course of 20 years; so that at the end of 20 years the ownership interests shall be 50 percent Long Lake and 50 percent Orono. The interest shall change each year at the end of each calendar year, commencing with December 31, 2001 at the rate of one-half of one percent to a total of 10 percent at the end of 20 years (December 31, 2020).

5. Joint Fire Station Construction Committee. The cities of Long Lake and Orono shall appoint three representatives from each community to serve as representatives for the Joint Fire Station Construction Committee (Joint Committee). The Fire Chief of the Long Lake Fire Department will serve as a non-voting advisory member.

- a. A Joint Fire Station Construction Committee (Joint Committee) shall be established which shall consist of three representatives of Long Lake and three representatives of Orono who shall be appointed by the City Councils of the respective cities. The City administrators from each City shall serve as representatives on the Joint Committee. The Fire Chief of the Long Lake Fire Department shall serve as a non-voting advisory member of the Joint Fire Station Construction Committee, unless appointed as one of the 3 voting members by either City. A City of Medina representative shall serve as a non-voting member of the Joint Committee. The City Administrators of Orono and Long Lake shall jointly chair the Joint Committee. Meetings of the committee shall be called by the chair or by a member of the committee making a request



for a meeting to the chairs. The chairs shall schedule the meetings upon reasonable notice.

- b. The Joint Committee will operate by a majority vote of the six representatives. A majority shall require four affirmative votes.
- c. The Joint Committee will be responsible to review and oversee the design and construction of the Replacement Fire Station. The Joint Committee shall utilize as technical advisors for the design and construction of the replacement fire station, an architect and owner's agent or construction manager. The Joint Committee shall determine the design and construction process to be used. The selection of the design and construction consultants by the Joint Committee shall require solicitation of requests for proposals from consultants. The Joint Committee shall make its selection from the competitive proposals.

6. Operation and Maintenance of Land and Building. Long Lake shall have the overall responsibility to oversee the operation and maintenance of the land and building upon which the Long Lake Fire Station is to be relocated. However, expenditures will require approval through the budgeting process set forth in the Amended Fire Protection Agreements.

Liability and fire and casualty insurance shall be carried on the Replacement Land and Replacement Fire Station, naming both Orono and Long Lake as insureds, in an amount determined to be sufficient by both cities based on the recommendations of the insurance agents of both cities; the costs of which insurance are to be shared in the same way as other operating costs under the Fire Service Agreement.

7. Term. This Agreement shall be effective upon the date of execution, and shall extend through December 31, 2020. It shall automatically extend for successive five

(5) year extensions unless one of the cities covered by this agreement serves notice of termination not less than three (3) years before the original termination date or the termination date of any subsequent extension. This Agreement may not otherwise be terminated except for any of the following reasons:

- a. The express agreement of both cities to terminate the Agreement; or
- b. The expiration of the term of the Agreement provided that the three-year notice of termination preceding the expiration of the term is given; or
- c. An event that makes it unlawful for all or substantially all of the purpose of the Agreement, i.e. joint ownership of the land and building to be continued; or
- d. For good cause as defined above; or
- e. For material breach of this Agreement provided that the city seeking termination first provides the other city written notice and thirty (30) days to cure.

8. Restriction Upon Sale or Encumbrance of the Property or Interest. No city may sell, assign, transfer or encumber its interest in the Replacement Land or Replacement Fire Station or seek to condemn the interest of the other city by eminent domain without the express consent of the other city. Further, no sale, transfer, or encumbrance may occur except as expressly provided in this Agreement.

9. Rent and Depreciation. Because the Cities of Long Lake and Orono will jointly fund and own the Replacement Land and Replacement Fire Station, the Cities of Long Lake and Orono will not be responsible for paying rent or depreciation on the land or

building. Prior to initiating a rental or depreciation charge to the City of Medina, a twenty-four month notice will be provided.

10. Administration Fee. The Administration Fee shall be \$17,200 in 2002, as set forth in the proposed operating budget under the Agreement and Contract for Fire Protection. The Administration Fee includes Long Lake's administrative overhead expenses. The Administration Fee may be adjusted from year to year through the Annual Fire Services Operating Budget review and approval process. The cost-sharing formula for the payment of the Administration Fee shall remain unchanged.

11. Notices. Any notice, request, demand, or other communication permitted or required shall be delivered or mailed to the following:

- a. Long Lake: City Administrator, with a copy to City Attorney
- b. Orono: City Administrator, with a copy to City Attorney

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

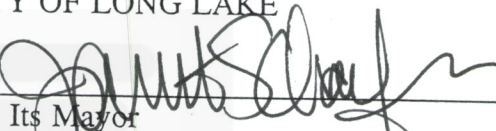
13. The parties agree to execute and deliver any and all instruments that may be necessary to carry out the intent and purpose of this Agreement, including without limitation, a recording of the major terms of this agreement on the deed for the Replacement Land.

14. This Agreement may only be amended upon a writing executed by each of the parties hereto.

Dated:

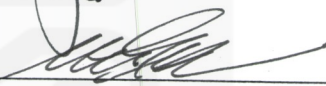
CITY OF LONG LAKE

By

  
Its Mayor

Dated:

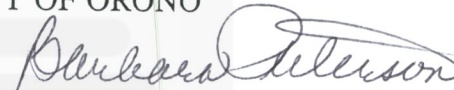
By

  
Its City Administrator

Dated:

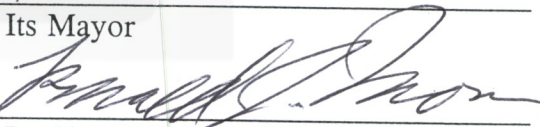
CITY OF ORONO

By

  
Its Mayor

Dated:

By

  
Its City Administrator

MINNESOTA  
JUDICIAL  
BRANCH



EXHIBIT

5

**AGREEMENT AND CONTRACT FOR FIRE PROTECTION**

**THIS AGREEMENT AND CONTRACT** made and entered into this 15 day of October, 2002 by and between the City of Long Lake a municipal corporation of the County of Hennepin and State of Minnesota (hereinafter referred to as Long Lake), the City of Orono, a municipal corporation of the County of Hennepin and State of Minnesota (hereinafter referred to as the Contracting City), and the City of Medina, a municipal corporation of the County of Hennepin and State of Minnesota (hereinafter referred to as the Contracting City), and witnesseth:

**WHEREAS**, the City of Long Lake has the facilities and equipment and is willing and able to provide fire protection service to the Contracting City, and

**WHEREAS**, the Contracting City does desire to have fire protection service furnished by the City of Long Lake Fire Department.

**NOW, THEREFORE** in consideration of the covenants herein contained the parties hereto agree as follows:

1. Definitions

- A. The term Contracting City or the Contracting Cities means any city which is a party to this Agreement or similar Agreement which by its terms is interrelated with this Agreement for the purposes of sharing the costs and the services of fire protection provided by the Long Lake Fire Department. The Contracting Cities are Orono, Medina and Long Lake.
- B. City Fire Service Area is the area within a Contracting City receiving fire protection from the Long Lake Fire Department. (City Fire Service areas are shown in Appendix A. attached.) The Total Fire Service Area is the sum of all City Fire Service Areas.

2. Services to be Rendered

During the term of this agreement Long Lake shall furnish all the fire fighting services, rescue/medical rescue services, and related fire protection services to the Contracting Cities for the Total Fire Service Area outlined in red on the attached map marked Exhibit A hereinafter referred to as "The Total Fire Service Area." All of said Total Fire Service Area is located within the corporate limits of the Contracting Cities.

3. Level of Service

Long Lake through its fire department shall endeavor to provide the services listed in paragraph 2 above, including but not limited to, protecting and saving life and property from destruction by fire in the City Fire Service Area of each Contracting City to the

same extent as it does within the City Fire Service Area of Long Lake. In the event of two fire calls received within the same time frame, the call first received shall have priority and the second call shall be answered as soon as possible. Long Lake will furnish sufficient staff to each call to safely, legally and effectively operate all necessary vehicles and equipment and provide all necessary services.

4. Command Responsibility

Subject to the terms of this agreement, the Fire Chief of Long Lake or the Chief's designee shall have the sole and exclusive right and responsibility to prescribe the manner and method of giving the alarm for fire within the Total Fire Service Area and to prescribe the manner and method of responding to calls and rendering the services contemplated. The said Fire Chief or designee shall immediately upon arriving at the scene of any alarm or fire emergency have the sole and exclusive responsibility and authority to direct and control any and all fire fighting and the emergency operations at such scene or scenes.

5. Volunteer Fire Fighters of the City of Long Lake

Personnel assigned to provide fire protection services in the Contracting Cities shall be volunteer firefighters of the City of Long Lake, which City shall assume all obligations with regard to Worker's Compensation, Firemen's Relief Association, withholding tax, insurance, etc. for such volunteer firefighters, if any.

The cost of such obligations shall be a part of the costs attributed to the operation of the Long Lake Fire Department and will be included in the Annual Fire Services Budget Package.

6. Nature of Long Lake Undertaking

In no event shall this agreement be construed to fix upon Long Lake any responsibility or liability to the Contracting Cities or to third parties which are greater or different in kind than the responsibilities and liabilities borne by the Contracting Cities if they were providing such services through their own fire departments.

7. Liability Insurance

Long Lake shall carry liability insurance in an amount no less than \$1,800,000.00 protecting itself and the other Contracting Cities against damage claims of its fire fighters for personal injury sustained while in service within the said limits of the Contracting Cities as hereto set forth. The amount of the insurance coverage shall be reviewed annually and if determined to be inadequate the amount of the coverage shall be adjusted accordingly. And further, Long Lake shall carry liability insurance in an amount no less than \$1,800,000.00 saving the contracting cities harmless so far as acts of the City of Long Lake, its fire department and its fire fighters are concerned. The City of Long Lake shall review the amount of the coverage annually and if determined to be inadequate, the



amount of the coverage shall be adjusted accordingly. The cost of such insurance shall be a part of the costs attributed to the operation of the Long Lake Fire Department and will be included in the Annual Operating Budget. Nothing in this contract shall be construed as waiving the statutory liability limits of any city, which is a party to this contract.

8. Long Lake Operational Responsibility

The City of Long Lake shall be responsible for managing the operation of the Long Lake Fire Department, and for managing the on-going operation and maintenance of the Long Lake fire station. This includes carrying builders risk insurance during construction of the new Fire Station and carrying hazard insurance on the Fire Station thereafter. Long Lake shall charge an annual Administrative Fee for these services. The Administrative Fee of \$17,200 for 2002 includes Long Lake's administrative overhead expenses. The Administrative Fees may be adjusted from year to year through the Annual Fire Services Operating Budget review and approval process. The costs related to the operation of the Fire Department, including the on-going operation and maintenance of the Fire Station, shall be included in the Annual Fire Services Operating Budget.

9. Budget Package

The Long Lake Fire Department's annual operating expenditures will be controlled through an Annual Fire Services Operating Budget. When the Annual Fire Services Operating Budget is approved, the expenditures may not exceed the level set in the Budget without the approval of all parties to the contract. If, during the 20-year term of the agreement, a Contracting City chooses not to approve a proposed Annual Fire Services Operating Budget, the Annual Fire Service Operating Budget increase will be limited to the average annual General Fund Budget increase of the Contracting Cities, until a new Annual Fire Services Operating Budget is approved by all Contracting Cities.

9.1 Definitions

- A. The Annual Fire Services Operating Budget refers to the calendar year operating budget of the Long Lake Fire Department. This budget will become the official Annual Fire Services Operating Budget upon ratification by the Contracting Cities. The Annual Fire Services Operating Budget incorporates all costs of departmental operations including, but not limited to, the costs of the on-going operation and maintenance of the fire station, Long Lake's Administrative Fee as defined in Section 8 of this Agreement, and annual contributions to the Long Lake Volunteer Fire Relief Association Retirement Fund.
- B. The Annual Fire Services Capital Budget refers to the calendar year capital budget of the Long Lake Fire Department. The Annual Fire Services Capital Budget includes Major Equipment items and major repairs/rehabilitation of the Fire Station.

## 9.2 Budget Process

By August 15 of each year during which this agreement remains in effect, the City of Long Lake will provide an Annual Fire Services Operating Budget and an Annual Fire Services Capital Budget covering the costs related to the provision of fire protection for the next year. The budgets presented to the Contracting cities must have been presented to the Joint Advisory Committee prior to August 1 for discussion and review. Although it is expected that the Annual Fire Services Operating and Capital Budgets which are provided to the Contracting Cities by the City of Long Lake will have the consensus support of the Joint Advisory Committee, that is not a requirement since each Contracting City has the opportunity for final ratification or rejection.

## 10. Term of this Agreement

This Agreement covers the period January 1, 2002 through December 31, 2020. A contract year covers the period January 1 through December 31 of a calendar year.

This Agreement will become effective upon ratification by the Contracting Cities. The term of this agreement will be extended for a period of five years unless this Agreement is terminated as provided in Section 20 of the Agreement.

## 11. Capital Expenditures

Capital expenditures include major equipment and major maintenance, repair, or rehabilitation to the fire station. Major equipment is defined as "rolling stock" or similar major equipment assets required for performing the fire department mission in the Fire Protection Area. To qualify as major equipment, such assets must have an initial purchase value of at least \$10,000. To qualify as major maintenance, repair, or rehabilitation, the cost must be at least \$10,000.

The City of Long Lake and the Long Lake Fire Department shall prepare a 15-year major equipment replacement plan, and a 15-year plan for major maintenance, repair, or rehabilitation items related to the fire station. These 15-year plans will be the basis for the preparation of an annual capital budget. Neither the approval nor lack of disapproval of the 15-year plans by the Contract Cities creates any obligation for final approval or funding of any specific capital expenditure. Final approval of capital expenditures occurs as part of the Annual Fire Services Capital Budget approval process.

Capital expenditures must be approved by a minimum of two cities and the combined funding shares of the two cities must be greater than 60%. Once this level of approval is obtained, all Contract Cities are obligated to fund their share of the expenditures.

The final approval of capital expenditures occurs as part of the Annual Fire Services Capital Budget approval process. When a city approves the Annual Fire Services Capital Budget, the city is also agreeing to pay its share of the cost of capital expenditures



included in the Annual Fire Services Capital Budget up to the budgeted amount, for the items budgeted.

Each Contracting City agrees to maintain its own fund for capital expenditures. When a capital expenditure is to be made, the following process for sharing the funding will be used:

- A. Long Lake will have the option of funding any percentage of the total, which is equal to or greater than the average of its last three City Budget Percentages including the current calendar year.
- B. Orono will have the option of funding the remaining amount. If Medina does not wish to fund the total of the remaining amount, it must fund at least the average of its last three City Budget Percentages including the current calendar year and may fund more if it chooses.
- C. Medina will fund the balance remaining to be funded after Long Lake and Orono have specified their funding amounts.

11.1. Disposition of Major Equipment Upon Termination

In the event that this Agreement is terminated as provided in section 20 of this Agreement, Long Lake will have the right to purchase each Contracting City's ownership share of each Major Equipment item for cash at the original amount funded by that city. In the event Long Lake does not exercise its right to acquire the major equipment items within sixty (60) days of termination, it will have waived its right to acquire full title to the equipment. If Long Lake waives its right to acquire full title to a particular Major Equipment item, the Contracting City with the largest ownership share of that item shall have the right to acquire full title to the item by paying the amount funded by each of the other Contracting Cities. If that City declines to acquire full title, the remaining Contracting City may acquire title on the same terms. In the event that no Contracting City wishes to acquire full title to a particular Major Equipment item, it shall be sold and the proceeds of the sale divided between the Contracting Cities pro-rata to their original funding. All Major Equipment items funded during the term of the contract, including extensions, will be covered by this terminating procedure.

The dissolution language applies to all equipment purchased, and fund balances accrued, since January 1 of 1993. This language is not intended to address any claim cities may have regarding equipment purchased prior to January 1, 1993.

No contracting city shall have the right to transfer or encumber any major equipment purchased after January 1, 1993.

12. Emergency Expenditures

When there is a need for emergency major equipment repair or emergency building repair, or other emergency need that will have a substantial negative impact on the operational capabilities and/or safety of the firefighters or of the fire station if not immediately addressed, the emergency expenditures may be authorized by the Long Lake City Administrator and the Long Lake Fire Chief, or their designees. If these costs exceed the approved budget amounts, the Long Lake City Administrator and/or the Fire Chief will, within thirty days of the expenditures, notify the Contracting Cities of the expenditure, including an explanation of the emergency need. Emergency expenditures will be shared according to the cost sharing formula set out in this contract. Any reimbursement of the emergency expenditures through insurance, emergency/disaster assistance funding, or other sources will be credited to the Contract Cities in the same manner as the costs were shared.

13. Annual Audit of Actual Costs

The Contracting City understands and agrees that it is impossible to project with complete accuracy the actual costs of labor and equipment as well as the service to be required by each Contracting City for the forthcoming contract year and thereby hereby agrees to a yearly audit to adjust the prior year's estimated cost of service as set forth above to the actual costs incurred by the City of Long Lake. On or before April 30th of each year the City of Long Lake will tabulate the actual cost of the fire department budget for the prior contract year and will submit to the Contracting Cities a summary of the actual costs. The actual costs set forth for the prior contract year may result in either a surplus or deficit with respect to that year's Annual Operating Budget. Any surplus shall be refunded to the contract cities in the same ratio as the cost allocation formula. Any deficit shall be funded by the contract cities in the same ratio as the cost allocation formula. It is expected that expenditures will remain within the Annual Operating Budget amounts and will only exceed such budget amounts in the case of an emergency expenditure as provided in Section 12 or when mutually agreed to by the Contracting Cities as provided in Section 14 of this Agreement.

14. Unforecasted Expenditures

Notwithstanding any of the above, the Contracting Cities shall have the right to be heard regarding any proposed expenditures which are not identified in the Annual Operating Budget and which exceed \$5,000. Notice of such proposed, non-budgeted expenditures shall be given in writing to the Contracting Cities prior to actual expenditures for such items and the Contracting cities shall thereafter have 21 days in which to approve or disapprove the same in writing and if there is no response which disapproves the expenditure, it is agreed that such proposed expenditures may be made and the cost thereof shall be included in the Annual Operating Budget as if ratified originally.



15. Contract Payments

The City Budget Share (See Section 16.2) of each Contracting City shall be paid in equal quarterly installments on January 1, April 1, July 1 and October 1 of the next contract year by the Contracting City to the City of Long Lake.

Long Lake agrees to provide each Contracting City with reasonably detailed information relating to the actual expenditures against the Annual Operating Budget at its request and on a quarterly basis and agrees to make its records available to the Contracting City for inspection for the purpose of determining the basis for the allocation of costs to fire protection.

16. Arbitration

If a Contracting City is aggrieved by the determination of the City of Long Lake as to the allocation of the actual costs of the prior year's service, the Contracting City may appeal said determination within 30 days after receipt of the City of Long Lake's audit. Said appeal shall be in writing and shall be addressed to the City of Long Lake asking for arbitration by a board of arbitration. The Board of Arbitration shall consist of three persons; one to be appointed by the City of Long Lake, one to be appointed by the appealing Contracting City, and the third to be appointed by the two so selected. The name of each arbitrator shall be submitted in writing to the other party. In the event that the two arbitrators so selected do not appoint the third arbitrator within 15 days after receipt of written notice of appointment of either of the first two arbitrator's, the Chief Judge of the District Court of Hennepin County shall have jurisdiction to appoint, upon application of either the Contracting Cities or the appealing Contracting City, the third arbitrator to the Board. The third arbitrator selected shall not be a resident of either Contracting City, and shall be a city manager or administrator. The arbitrator's expenses, not including counsel fees, incurred in the conduct of the arbitration, shall be divided equally between the parties to the arbitration. Arbitration shall be conducted in accordance with the Uniform Arbitration act, Chapter 572 of the Minnesota Statutes, and any decision shall be rendered within 60 days of appointment of the third arbitrator. Said arbitration shall be binding on both parties.

17. Special Fire Funds

In order to facilitate the accounting and reporting of all fire funds associated with the Annual Operating Budget, a Fire Operating Fund will be maintained by the City of Long Lake. No Major Equipment Fund will be maintained by the City of Long Lake on behalf of the Contracting Cities as a part of this agreement since under the provisions of Section 11 each Contracting City agrees to maintain an Equipment Fund on its own.

18. Fire Services Joint Advisory Committee

Each Contracting City may appoint two volunteer members to a Fire Services Joint Advisory Committee and the name of such appointees shall be furnished to Long Lake. The Fire Services Joint Advisory Committee shall meet no less than four times per year to discuss and make recommendations regarding concerns or problems identified regarding the provision of fire service, and to periodically review budget updates. The Fire Services Joint Advisory Committee shall have the specific task of reviewing the Fire Department's operating and capital budget proposals for the next calendar year and arriving at a consensus Annual Fire Services Operating Budget and Annual Fire Services Capital Budget by August 15 of each calendar year.

19. Cost Sharing Formula

Each of the Contracting Cities receiving fire service from the Long Lake Fire Department shall pay a share of the costs of the Annual Fire Services Operating and Capital Budgets. The City's Budget Share will be based upon a formula, which takes into account the Market Value of the protected property and the fire department staff resources utilized to protect the property. The objective is to fairly allocate "insurance" type costs and "effort and variable" type costs. The Contracting Cities have agreed that 70% of the share allocation will be based upon Market Value and 30% upon fire department hours expended on calls to the City Fire Service Area.

19.1 Definitions:

- A. City Fire Service Area is the area within a Contracting City provided fire protection under this contract. The City Fire Service Area for each Contracting City is shown in Appendix A (attached).
- B. City Fire Service Area Market Value is the assessed market value of the property in the City Fire Service Area and is based upon the assessed market value for the year immediately preceding the budget year. The source of the assessed market value data shall be the Hennepin County Assessor's Office.
- C. Total Service Area Market Value is the sum of the City Fire Service Area Market Values of all contracting cities.
- D. City Market Percent is the percentage computed by dividing the City Fire Service Area Market Value by the Total Service Area Market Value and multiplying by 100.
- E. City Call Hours is the total number of fire fighter hours expended in responding to calls in the City Fire Service Area as recorded by The Long



Lake Fire Department during the preceding three year period measured from January 1 through December 31.

- F. Total Call Hours is the total number of fire fighter hours expended in responding to calls in all contracting cities during the previous three-year period measured from January 1 through December 31.
- G. Call Percent is the percentage computed by dividing the City Call Hours by the Total Call Hours and multiplying by 100.
- H. City Budget Percentage is the percentage derived from the sum of the City Market Percent multiplied by 0.7 and the City Call Percent multiplied by 0.3.

19.2 Budget Share Computation:

City Budget Share is the City Budget Percentage multiplied by the Annual Fire Services Operating Budget and the resulting product divided by 100.

19.3 Formulae for Calculations

- A. City Market Percent =  $(B \times 100) / (C)$  percent

Where B = City Fire Service Area Market Value  
C = Total Fire Service Area Market Value

- B. Call Percent =  $(E \times 100) / (F)$  percent

Where E = City Call Hours  
F = Total Call Hours

- C. City Budget Percentage =  $[(\text{City Market Percent} \times 0.70) + (\text{Call Percent} \times 0.30)]$

- D. City Budget Share =  $(\text{City Budget Percentage} / 100) \times (\text{Annual Operating Budget less Major Equipment expenditures})$

- E. The City Budget Share of capital expenditures is determined under the provision of Section 11.

20. Termination of this Agreement

This Agreement shall be terminable only as follows:

- 1. For "Good Cause" by any city that desires to terminate its participation in the Agreement provided that such termination is preceded by a minimum of 36-

months notice. "Good Cause" shall mean, but is not limited to, a pattern of inadequate service quality; including inadequate response to call, inadequate training, and inadequate handling of calls; and/or a pattern of budget overruns.

2. For breach of contract;
  3. By mutual agreement of all cities covered by the agreement.
  4. City of Medina may terminate its participation in this Agreement without cause, subject to providing a twenty-four month notice of termination.
  5. This agreement may be renegotiated or terminated by the cities to enable participation in a fire district or similar organizational arrangement.
21. Provision to adjust City Fire Service Area

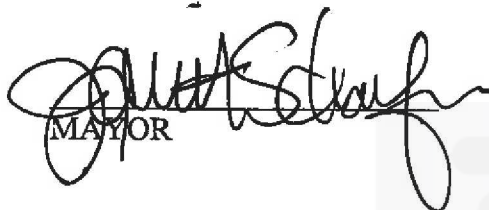
During the period of this agreement a Contracting City may request that its City Fire Service Area be reduced or increased in size. Such a request must be made prior to July 1 of the Contract Year to allow time for preparing the Annual Fire Services Budget for the succeeding Contract Year. In the event that a Contracting City proposes an increase to its City Fire Service Area, the City of Long Lake in consultation with the Long Lake Fire Department shall have the right to limit the increase to assure that coverage at the service level provided under this agreement can be achieved by the Fire Department. The service area shall not be increased to the extent that it requires the purchase of additional equipment unless all parties to the contract agree. In the event that a Contracting City wishes to decrease and/or alter the location of its City Fire Service Area it may do so by specifying those changes in writing by July 1 of the year prior to the contract year with respect to which such change is to be effective.

JUDICIAL  
BRANCH

Approved by the Cities of Long Lake, Orono, and Medina on the date first written above.

**CITY OF LONG LAKE**

**ATTEST**

  
MAYOR

  
CITY ADMINISTRATOR

**CITY OF ORONO**

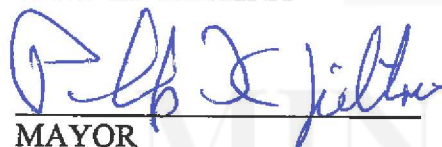
**ATTEST**

  
MAYOR

  
CITY ADMINISTRATOR

**CITY OF MEDINA**

**ATTEST**

  
MAYOR

  
CITY ADMINISTRATOR, Acting